

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

AMERITAS LIFE INSURANCE CORP., IN)	CASE NO. 1:19-CV-00569
ITS OWN CAPACITY AND AS)	
SUCCESSOR-IN-INTEREST TO THE)	Judge Matthew W. McFarland
UNION CENTRAL LIFE INSURANCE)	
COMPANY <i>et al.</i> ,)	
)	JOINT STIPULATION OF DISMISSAL
)	WITH PREJUDICE PURSUANT TO
Plaintiffs,)	FED. R. CIV. P. 41(a)(1)(A)(ii)
)	
v.)	
)	
TWIN CITY FIRE INSURANCE CO., <i>et al.</i> ,)	
)	
Defendants.)	

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiffs Ameritas Holding Company (“Ameritas Holding”) and Ameritas Life Insurance Corp. (in its own capacity and as successor-in-interest to The Union Central Life Insurance Company) (“Ameritas Life” and collectively with Ameritas Holding, the “Ameritas Parties”) and Defendant Twin City Fire Insurance Company (“Twin City”) jointly and respectfully stipulate that this action, including all claims asserted by the Ameritas Parties against Twin City in the Complaint (Doc. 1-1), be and hereby is dismissed ***with prejudice***. The Ameritas Parties and Twin City also stipulate that each of them shall bear its own attorneys’ fees, costs and expenses in connection with this action.¹

¹ The Ameritas Parties and Twin City recognize that the Sixth Circuit holds that Rule 21 — and not Rule 41 — is the appropriate rule by which to dismiss less than all defendants from a multi-defendant case. *U.S. ex rel. Doe v. Preferred Care, Inc.*, 326 F.R.D. 462, 464 (E.D. Ky. 2018) (discussing split of authority on this point). However, the Ameritas Parties’ claims against Defendant Federal Insurance Company were dismissed pursuant to the Court’s February 25, 2021 Order [Doc. 27] and the Ameritas Parties’ claims against Defendant Arch Insurance Company were dismissed pursuant to the Court’s July 30, 2021 Order [Doc. 33]. Because Twin City is the sole remaining defendant, dismissal of the claims against Twin City pursuant to this Stipulation under Rule 41 is appropriate. In the alternative, the Court may construe this Stipulation as a Motion under Rule 21 and dismiss the sole remaining claims in this action, which would be an appropriate result given that this case has now settled globally. *Stout v. Remetronix, Inc.*, No. 3:13-CV-26, 2014 WL 7335748, at *1 (S.D. Ohio Apr. 30, 2014).

Respectfully and jointly submitted and stipulated to by:

/s/ Joseph A. Bailey III (by email consent)

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing, *Joint Stipulation of Dismissal with Prejudice Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(1)(ii)*, has been filed electronically on November 15, 2021 with the United States District Court for the Southern District of Ohio. Notice of the filing will be sent by email to all counsel by operation of the Court's electronic filing system and all parties may access this filing through that system.

/s/ Matthew A. Chiricosta
One of the Attorneys for Plaintiffs